



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Canvas & Leather Bag Company, Inc.
File: B-227889.2
Date: July 24, 1987

DIGEST

1. Dismissal of protest for failure to provide a copy to contracting agency within 1 day of filing is affirmed since neither mailing a copy nor orally advising contracting agency of protest, as protester contends it did, satisfies requirement for actual receipt of copy of protest by contracting agency within 1 day.

2. Significant issue exception in Bid Protest Regulations applies only to protests which are untimely filed and does not authorize waiving requirement to provide a copy of protest to contracting agency within 1 day of filing.

DECISION

Canvas & Leather Bag Company, Inc. requests reconsideration of our dismissal of its protest concerning invitation for bids (IFB) No. DLA100-87-B-0245, issued by the Defense Logistics Agency (DLA). We affirm the dismissal.

Our Bid Protest Regulations, 4 C.F.R. § 21.1(d) (1986), require the protester to provide a copy of the protest to the contracting agency within 1 working day after the protest is filed with our Office. Here, the protest, dated June 24, was filed with our Office on June 25. On June 30, DLA advised us that it had not yet received a copy of the protest. As a result, we dismissed the protest.

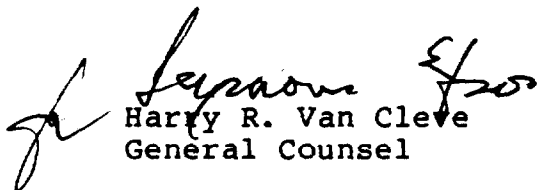
In its reconsideration request, the protester states that it mailed a copy of the protest to DLA on June 24, the same date it was mailed to our Office, and orally informed some unidentified DLA officials on June 22 and 24 of its intention to file a protest with our Office. As a result, the protester maintains that the protest should not have been dismissed for failure to comply with the 1-day notice requirement because it made a reasonable effort to inform DLA of the protest.

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The 1-day notice requirement in 4 C.F.R. § 21.1(d) is based on the requirement in the Competition in Contracting Act of 1984, 31 U.S.C. § 3553(b)(2)(A) (Supp. III 1985), that the contracting agency file a written report with our Office within 25 days after we notify the agency of the protest. Any delay in furnishing a copy of the protest to the contracting agency not only hampers the agency's ability to meet the 25-day statutory deadline, but also frustrates our efforts to consider all objections to agency procurement actions in as timely a fashion as possible. Refac Electronics Corp.--Reconsideration, B-226034.2, Feb. 4, 1987, 87-1 CPD ¶ 117. To ensure timely consideration of bid protests within the statutory deadlines, section 21.1(d) of our Regulations requires that the contracting agency actually receive a copy of the protest within 1 day. As a result, neither mailing a copy nor oral notice to the agency, the two actions the protester states it took, satisfies the 1-day notice requirement. See Carlyle Van Lines, Inc.--Reconsideration, B-221331.2, Jan. 24, 1986, 86-1 CPD ¶ 89.

The protester also argues that we should consider the protest on the merits under 4 C.F.R. § 21.2(c), which provides for consideration of untimely protests which raise issues that are significant to the procurement system and have not been considered previously. The significant issue exception applies only to protests which are untimely filed, however; there is no equivalent provision for waiving the requirement to furnish a copy of the protest to the contracting agency within 1 day. Westinghouse Electric Corp., Westinghouse Furniture Systems Division, B-222428.2, June 3, 1986, 86-1 CPD ¶ 516.

The prior dismissal is affirmed.


Harry R. Van Cleve
General Counsel